SUPPLY AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of May, 2009 ("Effective Date"), by and between PROGRESSIVE STAMPING COMPANY, a Delaware corporation (hereinafter "Progressive"), having a principal place of business located at 2807 Samoset, Royal Oak, Michigan 48073, and GENERAL MOTORS CORPORATION, a Delaware corporation, having a place of business located in Detroit, Michigan, ("GM").

RECITALS:

Progressive is the sole supplier to GM of certain automotive components more specifically identified in Exhibit "A" ("Products"). Progressive is in the process of winding down its manufacturing operations, and GM desires to procure a final production run of Products so as to not disrupt its production line while it transitions to a new supplier. GM acknowledges that Progressive's continued manufacture of goods for GM provides substantial new value to GM (including money's worth in goods, services or new credit). Progressive (despite its wind down,) is willing to make and sell, and GM is willing to purchase the Products, subject to and upon the following mutually agreed terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the adequacy, sufficiency, and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1. <u>Definitions</u>. As used herein, the following capitalized terms shall have the respective meanings:
- (a) "Material Release" is the written release sent by GM to Progressive providing necessary information for Progressive to ship Products to GM including, without limitation, the quantity, due date, and destination, for the Products.
 - (b) "Products" shall have that meaning ascribed to it by the Recitals.

All other capitalized terms used herein shall have those meanings ascribed to them by the context or reference of the sentence in which such term is used.

2. Purchase and Sale of Products. During the Torm, Progressive shall manufacture and sell in accordance with the schedule attached as Exhibit A, and GM shall purchase, one hundred percent (100%) of the quantities of the Products as set forth in Exhibit "A" ("Final Build"). The purchase and sale of the Products shall be made at the prices set forth in Exhibit "A" and subject to GM's General Terms and Conditions of Purchase ("GTC") as set forth in Exhibit "B"; provided, however, GM waives its right under Paragraphs 5 and 13 of the GTC. All Products shall be shipped to a location designated by GM, as completed. Title and risk of loss shall transfer to GM, F.O.B., point of manufacture, and the cost of freight and insurance shall be for GM's account. Progressive shall invoice GM for the quantity of Products or services delivered which invoice shall accompany the bill of lading, and GM shall remit payment on "Net Immediate Terms." The parties intend that payments made on Net Immediate Terms are substantially contemporaneous with delivery of the Product. As used herein, the term, "Net Immediate Terms" means that GM shall pay Progressive not more than three (3) business days after receipt of Product.

- 3. Other Payments. In the ordinary course of its business, GM shall make payment to Progressive in the amount of S316,899.91 on May 28, 2009 for Products delivered to GM prior to May 1, 2009 (the "Pre-May 1 Payable"). As of May 19, 2009, GM's accounts payable for shipment of Products reflected at least \$185,866.45 of valid accounts payable to Progressive excluding the Pre-May 1 Payable (the "Recognized Payable"). GM paid the Recognized Payable to Progressive on May 22, 2009 in full and final satisfaction of the Recognized Payable and in exchange for Progressive's cooperation to make and sell the Final Build to GM upon the terms and conditions of this Agreement. For accounts relating to all other shipments of Products through the expiration of the Term (as defined below), GM will pay Progressive as provided in paragraphs 2 above.
- 4. Order for Additional Products. In the event GM desires to increase the quantity of Products ordered in excess of the amounts set forth in Exhibit "A", GM shall issue a Material Release to Progressive requesting an increase in the quantity of Products ordered, identified by part specific number. If the Material Release is accepted by Progressive, Progressive shall manufacture, sell, and deliver such increased quantities to GM, and GM shall accept and purchase the Products in such amounts, of mutually agreeable prices, and subject to the terms and conditions of sale set forth in Exhibit "B". To the extent that Progressive is required to procure any additional raw materials to meet the increased quantity of Products ordered by GM pursuant to a Material Release, GM shall purchase the remaining usable and merchantable raw materials from Progressive at a mutually agreed upon price not to exceed Progressive's cost to procure such material.
- 5. Resourcing Cooperation. Progressive acknowledges and agrees that GM has the right to resource production of any one or more Products at any time to an alternative source and Progressive will cooperate with such resourcing, including without limitation, providing GM bills of material, and respective supplier contact information, PPAP packages, and providing GM and its officers, agents, designees, independent contract employees and its employees, reasonable access to Progressive's manufacturing facilities, viewing Progressive's production process, and preparing for resourcing; provided, however, GM shall exercise reasonable efforts to minimize the impact of such cooperation on ongoing production. GM will reimburse Supplier for incremental, out of pocket expenses incurred by Supplier in providing such cooperation to the extent the cost is incurred solely in support of GM's resourcing and the cost is disclosed to and approved to GM in writing prior to being incurred.
- 6. <u>Term.</u> The "Term" of this Agreement shall begin on the Effective Date, and shall continue until the earlier of either: (a) the date upon which the last shipment of Products is made, or (b) August 31, 2009.
- 7. Order of Precedence. This Supply Agreement, together with Exhibits "A" and "B" constitute the terms upon which Progressive agrees to sell the Products to GM, and no other terms or conditions set forth on any purchase order, Material Release, supply instructions, or other documents shall apply unless expressly agreed to in writing and signed by a Progressive representative. In the event of a conflict between the terms contained in this Supply Agreement and Exhibit "B", the terms of this Supply Agreement shall take precedence, followed by Exhibit "B", in that order.
- 8. Entire Agreement. This Agreement constitutes the complete agreement between the parties concerning the subject matter herein and supersedes and replaces all prior agreements

between the parties, whether written or oral. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by a principal officer or authorized executive of both parties.

- 9. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party. Subject thereto, this Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- Notices. Any notices required to be given hereunder to either party shall be given in writing by (a) personal delivery, certified mail, return receipt requested, or (b) facsimile transmission with a copy by first class mail directed to the other party at the respective addresses set forth above or at such other address as the parties shall have previously designated by notice given in accordance with this Section. All written notices shall be deemed delivered on the date of personal delivery, three days after having been placed in the U.S. mails or the next business day if given by facsimile transmission.
- 11. Waiver. The failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of the Agreement or any part thereof, or the right of the party thereafter to enforce each and every such provision.
- 12. Applicable Law. The Agreement shall be interpreted and construed under the laws of the State of Michigan, United States of America, without regard to its conflict of law principles. This Agreement may be enforced only in courts within Michigan. The parties agree that such courts shall have venue and exclusive subject matter and personal jurisdiction, and consent to service of process by registered mail, return receipt requested, or by any other manner provided by law.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date set forth hereinbelow.

PROGRESSIVE STAMPING CO. (DE)

("Progressive")

By: Desplay D. Shant?

Its: Desplay D. Shant?

Its: Ray Hupnerfeld

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11561663	0.0329	0	0	0	0 ,	0	0	0	0	0
11609961	0.2	0	0	0	0	0	0	0	0	0
11610367	0.0383	0	0	0	0	0	0	0	0	0
11610233	0.0421	0	0	0	0	0	0	0	0	0
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94671357	0.0979	0	0	0	0	0	0	0	Ô	Ō
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11505329	0.044	0	0	0	0	0		-	0	0
11518854							0	0	0	0
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11609642	0.0685	0	0	0	1100	1100	877	0	0	0
24230924	0.069	3400	0	0	0	0	1700	1700	1700	1700
11516753	0.0592	0	1200	0	1200	0	1200	1200	0	1200
11609637	0.1176	0	0	0	1200	555	0	. 0	0	0
11609684	0.066	0	0	0	2300	0	0	0	2300	0
11609776	0.0855	0	0	1556	0	0	0	0	0	0
11588475	0.4835	180	450	450	270	360	450	540	270	270
15595041	0.0697	2400	1600	800	0	1600	1600	2400	1600	0
11610634	0.2931	500	0	500	0	0	500	500	500	500
10282253	0.206	0	400	1200	1600	800	0	800	1200	400
11588560	0.1896	0	0	0	650	650	650	1300	0	650
10289125	0.0941	0	0	4000	4000	2000	0	4000	2000	2000
11609845	0.0278	0	4000	4000	4000	4000	8000	0	4000	0
11071812	0.12008	0	0	0	1110	0	0	555	555	555
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11509592	0.0612	1710	2090	2280	2090	1520	2090	2280	2280	1140
11588412	0.0661	0	0	0	3600	4800	3600	3600	3600	2400
25525493	0.1171	Q	0	4500	0	4500	0	0	4500	0
11503647	0.0255	0	8000	8000	4000	8000	4000	0	8000	0
11610175	0.1789	6300	4800	5100	6600	6300	6300	6300	5100	5100
11609622	0.3563	2900	4200	7200	7100	7200	7200	4300	7200	7100
11609553	0.4639	3325	2800	2975	3850	3850	4025	4025	2975	2975
10257765	0.0822	1700	850	1700	0	850	1700	2550	1700	0
15609256	0.0893	0	0	2850	3800	4750	3800	4750	1900	4750
410230	0.0405	3000	0	0	0	0	3000	0	0	0
11516202	0.2545	0	0	225	7875	11025	9675	10350	8325	8550
11609636	0.047	1200	2400	6000	16800	16800	14400	18000	10291	1200
11561074	0.066	0	6000	6000	6000	4000	8000	0	8000	0
11569570	0.061	2250	4500	6750	9000	11250	6750	4500	11250	2250
10293337	0.1397	12000	11200	10800	7200	10800	10800	6800	9600	10000
10171148	0.1238	1800	1200	1200	0	1200	1800	2400	1800	0
11588689	0.0291	2000	6000	6000	6000	2000	8000	8000	4000	8000
11502635	0.0632	3200	1600	2400	2400	3200	3200	2400	2400	2400
25683151	4.1751	0	120	0	120	120	0	120	0	120
11561645	0.0307	48000	92000	60000	80000	104000	80000	104000	56000	64000
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11609639	0.1386	0	0	0	1750	3150	3150	2800	2100	2100
11561357	3.284	0	170	340	510	340	0	340	510	170
11588481	0.4984	90	540	540	270	270	540	360	360	360
11517553	0.0694	10509	8400	9800	11200	11900	11200	11200	8400	9100
25602225	0.1698	0	1200	400	400	800	400	800	400	400
2216916	0.0667	0	0	0	2200	2200	2200	2200	2200	0
11562303	0.0473	0	0	4000	4000	2000	0	2000	4000	2000
11569701	0.45	0	0	134	158	0	402	0	4	0
15531209	0.0815	0	0	0	2100	3500	2800	2800	2100	2800
15651251	0.2484	0	0	Ó	2100	2660	2380	2660	2100	2100
11570672	0.3292	1820	1680	1960	2240	2240	2240	2380	1960	1960
12594364	0.2093	2310	2100	1680	3012	1470	1470	2940	1050	1470
15609220	0.0893	0	0	0	2400	2400	2400	3000	2400	2400
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11570502	0.9353	2380	840	2520	2520	2380	1120	2380	2240	2240
15735328	0.0403	3400	1700	0	1700	1700	1700	1700	0	1700
15251008	0.3862	2760	2040	2220	2760	2820	3060	3120	2040	2220
11610090	0.0393	0	0	0	7000	7000	7000	7000	7000	3500
11610374	0.0881	1200	3600	4200	5400	1200	1200	3600	2400	3600
25671631	0.1617	3000	1800	2400	2700	3000	3000	3000	2100	2100
11588431	0.0926	4800	0	0	4800	2400	0	0	3600	1200
14047726	0.0742	2700	5400	4500	4500	4500	5400	13500	3600	4500
11516754	0.0811	61340	33150	32500	46800	41600	46150	39000	46800	48750
11610376	0.0964	3600	9900	9900	13500	6300	8100	13500	11700	10800
11609638	0.1501	0	1000	0	13000	17000	14500	16500	14000	13500
11519005	0.139	9000	6800	7300	13300	12100	11000	9400	11800	12300
15017238	0.186	14800	19200	15200	16683	18100	17600	18100	15600	16100
15522089	0.1284	22050	22940	20840	23480	24690	28771	25040	21380	21890
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15995408	0.1226	10800	25800	24000	35400	18000	19800	39000	30000	21000
14074908	0.0685	34100	33000	35200	35399	35200	37400	37400	29700	34100
11562546	0.0908	39950	38250	39525	38250	39950	44077	39950	34425	36125
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0	2300	0	0	0	2300	0	0	2300	0
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450	360	450	360	0	0	270	90	180	90
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150	0	0	0	0	0	0	0	0	0
2090	1710	2280	2280	2090	2090	2280	1710	2090	2090
4800	3600	2392	0	0	0	0	0	0	0
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8000	4000	8000	4000	4000	12000	8000	8000	8000	12000
6300	6600	5700	3300	0	3000	6300	6300	6600	6300
7200	7200	7200	2800	0	2900	7200	7100	7200	7200
3850	3500	2800	1400	0	875	4375	4025	4200	4200
2550	1700	2550	2550	0	0	1700	850	850	1700
3800	3773	0	0	0	0	0 0	0	3000	0
3000	0	0	3000	0	0 0	1478	0	3000	0
10575	10575	10350 1200	10800 1200	0 0	0	1200	0 0	0 0	0 0
1200	1200 4000	6000	4000	2000	4000	2000	4000	2000	4000
4000 9000	6750	9000	2250	2250	4500	6750	6750	9000	8930
10000	8800	9200	5600	0	2800	7200	7200	7200	7200
2400	1800	2400	2400	Ö	0	1200	1800	1200	1200
6000	10000	8000	8000	0	0	8000	2000	6000	2000
2400	2400	3200	2400	0	0	4000	3200	3200	0 .
120	0	120	120	0	0	120	0	0	0 .
116000	84000	76000	76000	0	24000	80000	76000	76000	72000
1/10500			86000		24000 1-17000				96500
e romandulenti.		ः अधाराम् शतकार स्टिन्स	«ដាក់ទាក់ក្រាសិក្សាក្រុម	HER PRINCIPLE OF THE PR	enderendigendel	DEN LESS DISCOMMENSATION	จมลอสาราเพราะกับสำโร	an kurasi di kuranten e	ang dan spring digitalisti.

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10500	8500	9500	7500	0	0	6000	9000	10000	5500
20800	20000	20800	20000	0	0	20000	24800	20000	800
3000	3000	3000	1000	0	2000	3000	3500	3000	3000
2450	2198	0	0	0	0	0	0	0	0
0	340	680	340	0	0	510	340	510	0
360	450	360	450	0	0	360	90	90	180
14700	11900	13300	12600	0	13300	12615	11900	13300	12600
800	800	400	400	0	0	400	0	400	0
2200	2200	384	0	0	0	0	0	0	0
0	2000	4000	4000	0	0	4000	4000	4000	0
0	78	50	846	1198	1946	1998	2222	2220	2306
2800	3500	2800	3198	0	0	0	0	0	0
2660	2660	2660	2660	0	0	1078	0	0	0
2240	1680	1820	1400	560	1400	1960	1960	1960	1680
1680	1890	1680	1680	0	1470	1680	2940	1470	1470
3000	3000	2400	486	0	0	0	0	0	0
2660	2660	2660	2660	0	0	1045	0	0	0
2520	1120	2380	700	1260	700	2520	1260	2520	1400
1700	1700	1700	0	0	1700	1700	1633	0	0
2760	2580	2820	2880	0	0	3660	3120	3720	3660
10500	7000	2710	0	0	0	0	0	0	0
4200	3600	4800	2400	0	0	0	3000	4800	5400
2700	2700	3000	2700	0	0	3600	3300	3600	1800
2400	2400	3600	2400	1200	2400	2400	3600	2400	3600
5838	6300	5400	4500	8100	1800	6300	4500	4500	3600
52650	38069	33800	24050	33800	40950	45500	47640	59128	59150
14400	13500	14400	6300	0	0	0	7200	13500	14400
17500	17500	17000	10976	0	0	0	0	0	0
14400	16600	14400	12400	1500	2500	16500	16000	13100	13500
20400	19300	17200	14100	4400	20800	23200	21028	20800	22400
27680	26090	23990	18930	5630	26790	31880	27466	28730	29940
2/20400f	A SALAR SALA	4 s (-4) of 14 old 100 popl-22 - 11 0 ft from		mental bar readoughts	204001	"In the Court in the Address of the	#20400H	20400	18700
18000	18600	22200	12000	5400	11400	23400	18000	18600	23400
22800	24000	18600	7800	0	0	0	9000	16200	16800
41800	39600	36676	27500	8800	39600	49500	39600	42906	44000
45475 232812	41650	39100	31875	8925	45050	51425	44485	48025	48450
10% 10% 10% 10% 10% 10% 10% 10% 10% 10%	2207/43	218295	63630	66340	148145		241854	250777	2359874
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	Total				
	Progressiv			Avg.	Overage in
8/10	e Inventory	Difference		p/week	Weeks
0	250397	0	-250897	0	999
0	68430	0	-68430	Ò	999
0	63000	0	-63000	0	999
0	56255	0	-56255	0	999
0	39054	0	-39054	0	999
3070	56765	30570	-26195	0	5
0	8197	0	8197	0	999
0	3723	0	-3723	0	999
0	2145	0	2145	0	999
0	2089	0	-2089	0	999
0	1372	0	1872	0	999
0	1100		31700	0	999
0	440	0	440	0	999
0	7468	113	7355	8.384615	877
4000	219708	16000	203708	307.6923	662
0	111601	8580	103021	507.6923	203
0	47396	3077	-44319	236.6923	187
0	232095	15766	-216329	1212.769	178
Ö	89980	7200	-82780	553.8462	149
ō	16099	1755	-14344	135	106
2300	68624	13800	54824	530.7692	103
0	11992	1556	-10436	119.6923	87
Ö	33025	5490	27535	373.8462	74
0	131263	26400	-104863	1600	66
Ö	19271	3500	315771	269.2308	59
Ö	59556	16000	-43556	800	54
ő	29571	5802	23769	446.3077	53
0	145340	44000	101340	2307.692	44
351	177746	56351	-121895	3076.923	39
3330	51125	22755	28070	725.7692	39
0	4395	1200	3196	92.30769	35
2090	102902	40280	-62622	1987.692	32
0	101641	32392	69249	2491.692	28
Ö	78670	31500	27770	1730.769	27
4849	252769	120849	481920	4923.077	27
1804	250731	104104	146627	5676.923	26
7200	237186	117600	-119586	6061.538	20
1575	123840	61600	-62240	3257.692	19
0	55422	25500	29922	1569.231	19
0	82988	34173	48815	2628.692	19
Ö	31950	15000	16950	923.0769	18
Ö	220815	99803	421012	7563.462	16
Ö ·	190422	93091	497331	7068.538	14
2548	128945	76548	52397	4307.692	12
2250	198089	125930	72159	6576.923	11
6800	241014	161200	79814	9446.154	8
0	38365	25800	-12565	1569.231	8
0	140464	100000	-40464	6307.692	6
Ö	60389	44000	-16389	2584.615	6
0	1381	1080	301	73.84615	4
48000	1692527	1416000	276527	80000	3
85000		1904000	-27,0027 -332271	102000	3
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1500	143839	124000	419839	7076.923	3
0	323104	278400	44704	16369.23	3
1000	46618	46000	818	2346.154	0
0	19684	19698	14		
0	4760	5100	340		
0	3846	5670	1824		
13315	219387	221239	1852		
0	2754	8000	5246		
0	6857	15784	8927		
0	29095	40000	10905		
2010	4028	15572	11544		•
0	16500	28398	11898		
0	11751	25718	13967		
420	21454	35560	14106		
1465	20712	34927	14215		
0	8476	23886	15410		
0	8509	25685	17176		
420	16283	35420	19137		
0	4017	23733	19716		
0	25618	48240	22622		
0	32691	58710	26019		
2400	27293	57000	29707		
0	14694	46500	31806		
3600	10914	46800	35886		
1800	45131	101238	56107		
47408	791883	878235	86352		
6300	77682	177300	99618		
0	51899	152476	100577		
13000	66378	226900	160522		
20604	192350	355615	163265		
27700	305069	485907	180838		
18494	115842	336346	220504		
4800	103489	344400	240911		
8400	78610	347400	268790		
40838	308209	722319	414110		
46830	371871	801792	429921		
180860	2784037	3906841	1122804		
	432407	1619307	1186900		
268832	2129558	5524300	3394742		
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